90349 BOOK 77 PAGE 848

SAFECO

REAL ESTATE CONTRACT
(FORM A-1964)

ES-64 2-6-20-1600
SK-11763

THIS CONTRACT, made and entered into this 15TH day of FEBRUARY 1980

between WILLIAM T. RHINEHART AND JANICE J. RHINEHART, HUSBAND AND WIFE AND CHARLES E. RHINEHART, A SINGLE MAN;
hereinafter called the "seller," and GLEN D. TURCOTTE AND JUDY TURCOTTE, HUSBAND AND WIFE;
hereinafter called the "purchaser,"

WITNESSETH: That the seller agrees to sell to the purchaser and the purchaser agrees to purchase from the seller the following described real estate, with the appurtenances, in SKAMANIA County, State of Washington:

A TRACT OF LAND IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 2 NORTH, RANGE 6 EAST OF THE WILLAMETTE MERIDIAN, DESCRIBED AS FOLLOWS:

THE EAST 210 FEET OF THE WEST 525 FEET OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, LYING NORTHERLY OF THE CENTERLINE OF THE EXISTING ROAD.

RECEIVED SKAMANIA COUNTY ASSESSOR

The terms and conditions of the contract are as follows: The purchaser agrees to pay the sum of SIXTEEN THOUSAND THREE HUNDRED DOLLARS AND NO/100THS ---------- ($ 16,300.00) Dollars, of which ONE HUNDRED SIXTY DOLLARS AND NO/100THS---------- ($ 160.00) Dollars has been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

ONE HUNDRED THIRTY FIVE DOLLARS AND NO/100THS---------- ($ 135.00) Dollars or more at purchaser's option, on or before the 15TH day of MARCH 19 80

and ONE HUNDRED THIRTY FIVE DOLLARS AND NO/100THS---------- ($ 135.00) Dollars or more at purchaser's option, on or before the 15TH day of each succeeding calendar month thereafter until the purchase price shall have been fully paid. The purchaser further agrees to pay interest on the diminishing balance of said purchase price at the rate of 10% per cent per annum from the date of 19 All of interest shall be deducted from each installment payment and the balance of each payment applied on principal.

All payments to be made hereunder shall be made at or at such other place as the seller may direct in writing.

No. 73563
TRANSACTION EXCISE TAX
Amount Paid $ 163.00
Skamania County Treasurer
By

BALANCE OF DOWN PAYMENT OF $10,000.00 TO BE PAID IN 30 DAYS.

Anticipated date of closing: FEBRUARY 15, 1980

(1) The purchaser covenants and agrees to pay before delinquency all taxes and assessments that may as between grantor and grantee hereafter become a lien on said real estate and, in the event of this contract the purchaser has an owner's equity of any kind under contract or other lien, mortgage or has assumed payment of an encumbrance, to satisfy any taxes or assessments now a lien on said real estate, the purchaser agrees to pay these prior to delinquency.

(2) The purchaser agrees, until the purchaser shall have fully paid the build up now and hereafter placed on said real estate insured to the actual cash value thereof against loss or damage by fire, and windstorm in a company acceptable to the seller and for the seller's benefit, as his interest may appear, and to pay all premiums therefor and to deliver all policies and renewals thereof to the seller.

(3) The purchaser agrees that full or partial use of said real estate has been made and that neither the seller nor his assigns shall be held to any liability for injuring the condition of any improvements thereon nor shall the purchaser or seller or their assigns of either be held to any move paid for alterations, improvements, or repairs, unless the contract or agreement thereof shall be in writing and attached to and made part of this contract.

(4) The parties agree as to hazards of damage to or destruction of any improvement now on said real estate or hereafter placed thereon, and as to the taking of said real estate or any part thereof for public use and agree that, in such damage, destruction or taking, all constitute a failure of consideration, in case any part of said real estate is taken for public use, the portion of the condemnation award remaining after payment of reasonable expenses of procuring the same shall be paid to the seller and applied on payment on the purchase price herein unless the seller elects to allow the purchaser to apply all or a portion of such condemnation award to the reduction or restoration of any improvements damaged by such taking. In case of damage or destruction from a peril insured against, the proceeds of such insurance remaining after payment of the reasonable expense of procuring the same shall be devoted to the restoration or rebuilding of such improvements within a reasonable time, unless purchaser elects that said proceeds shall be paid to the seller for application on the purchase price herein.

(5) The seller has delivered, or agrees to deliver within 15 days of the date of closing, a purchaser's policy of title insurance in standard form, or a commitment therefor, issued by SAFECO Title Insurance Company, insuring the purchaser to the full amount of said purchase price against loss or damage by reason of defect in seller's title to said real estate as of the date of closing, containing no exceptions other than the following:

a. Printed general exceptions appearing in said policy form;

b. Liens or encumbrances which by the terms of this contract the purchaser is to assume, or as to which the conveyance or assumption is to be made subject to;

c. Any existing contract or contracts under which seller is purchasing said real estate, and any mortgage or other obligation, which seller by this contract agrees to pay, none of which for the purpose of this paragraph (5) shall be deemed defects in seller's title.

(6) If seller's title to said real estate is subject to an existing contract or contracts under which seller is purchasing said real estate, or any mortgage or other obligation which seller is to pay, seller agrees to make such payments in accordance with the terms thereof, and upon default, the purchaser shall have the right to make any payments necessary to remove the default, and any payment so made shall be applied to the payments next falling due the seller under this contract.

(7) The seller agrees, upon receiving full payment of the purchase price and interest in the manner above specified, to execute and deliver to the purchaser a statutory warranty deed to said real estate, excepting any title thereof hereafter taken for public use, free of encumbrances except that may attach after date of closing through any person other than the seller and subject to the following

CONTRACT RECORDED JANUARY 30, 1979 IN BOOK 76 OF DEEDS AT PAGE 100-101, AUDITOR'S FILE NO. 87993;

EASEMENT OVER AND ACROSS THE SOUTH 30 FEET FOR ROAD AND UTILITY PURPOSES UNDER AUDITOR'S FILE NO. 75966 IN BOOK 65 OF DEEDS AT PAGE 134.

EASEMENT FOR PIPELINE FOR TRANSPORTATION OF NATURAL GAS, OIL AND PRODUCTS THEREOF GRANTED TO NORTHWEST PIPELINE CORPORATION IN BOOK 41 OF DEEDS AT PAGE 400 AND IN BOOK 42 OF DEEDS AT PAGE 186 AND 190.

(8) Unless a different date is provided for herein, the purchaser shall be entitled to possession of said real estate on date of closing and to retain possession so long as purchaser is not in default hereunder. The purchaser covenants to keep the buildings and all or improvements on said real estate in good repair and not to permit waste and not to use, or permit the use of, the real estate for any illegal purpose. The purchaser covenants to pay all service, installation or construction charges for water, sewer, electricity, garbage or other utility services furnished to said real estate after the date purchaser is entitled to possession.

(9) In case the purchaser fails to make any payment herein provided for or to maintain insurance, as herein required, the seller may make such payment or effect such insurance, and any sums so paid by the seller, together with interest at the rate of 10% per annum thereon from date of payment until repaid, shall be repaid by purchaser on seller's demand, all without prejudice to any other right the seller might have by reason of such default.

(10) Time is of the essence of this contract, and it is agreed that in case the purchaser shall fail to comply with or perform any condition or agreement hereof or to make any payment required hereunder promptly, at the time and in the manner herein required, the seller may elect to declare the purchaser's rights hereunder terminated, and upon his doing so, all payments made by the purchaser hereunder and all improvements placed upon the real estate shall be forfeited to the seller as liquidated damages, and the seller shall have right to re-enter and take possession of the real estate, and no waiver by the seller of any default on the part of the purchaser shall be construed as a waiver of any subsequent default.

Service upon purchaser of any demand, notice or other papers with respect to forfeiture and termination of purchaser's rights may be made by the seller by mailing the same postage prepaid, certified mail, return receipt requested, directed to the purchaser at his address last known to the seller.

If the seller shall bring suit to enforce any covenant of this contract or to collect any payment required hereunder, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, which sums shall be included in any judgment or decree entered in such suit.

If the seller shall bring suit to procure an adjudication of the termination of the purchaser's rights hereunder, and judgment is so entered, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, and also the reasonable cost of searching records to determine the condition of title at the date such suit is commenced, which sums shall be included in any judgment or decree entered in such suit.

(11) IN WITNESS WHEREOF, the parties hereto have executed this contract as of the date first written above.

CHARLES E. RHINEHART, A SINGLE MAN (SELLER) (SEAL)

WILLIAM T. RHINEHART (SELLER) (SEAL)

JANICE J. RHINEHART (SELLER) (SEAL)

GLEN D. TRUCOTTE (PURCHASER) (SEAL)

JUDY TURCOTTE (PURCHASER) (SEAL)

STATE OF WASHINGTON,
County of SKAMANIA

On this day personally appeared before me WILLIAM T. RHINEHART AND JANICE J. RHINEHART, HUSBAND AND WIFE; CHARLES E. RHINEHART, A SINGLE MAN; to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that THEY signed the same as THEIR free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 22 day of February, 1979.

Notary Public in and for the State of Washington
Residing at Washougal



SAFECO TITLE INSURANCE COMPANY

SAFECO

Filed for Record at Request of

NAME

ADDRESS

CITY AND STATE

REGISTERED
INDEXED: DIR.
INDIRECT
RECORDED
COMPARED
MAILED

THIS SPACE FOR WASHINGTON RECORDER'S USE

COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING FILED BY Title Co
OF Washington
AT 3:30 M. 2-22-79
WAS RECORDED IN BOOK 77
OF Deeds AT PAGE
RECORDS OF SKAMANIA COUNTY, WASH.
COUNTY AUDITOR
BY